AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Of
Cost-Plus-Fixed-Fee	1	14

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
P00010	2003DEC15	SEE SCHEDULE	

6. Issued By Code W56HZV

TACOM WARREN BLDG 231
AMSTA-AQ-ATBC
ELOIS WASHINGTON (586)574-8470
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL
EMAIL: WASHINGE@TACOM.ARMY.MIL

7. Administered By (If other than Item 6) Code S1403A

DCMA CHICAGO
1523 WEST CENTRAL ROAD
BLDG 203
ARLINGTON HEIGHTS IL 60004-2451

SCD C **PAS** NONE **ADP PT** HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

OSHKOSH TRUCK CORP.
OSHKOSH TRUCK CORPORATION
2307 OREGON STREET
P.O. BOX 2566
OSHKOSH, WI. 54903-2566

TYPE BUSINESS: Large Business Performing in U.S.

Code 45152 **Facility Code**

☐ **9A. Amendment Of Solicitation No.**

9B. Dated (See Item 11)

☒ **10A. Modification Of Contract/Order No.**

DAAE07-01-C-S095

10B. Dated (See Item 13)
2001NOV15

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ **The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers**
☐ **is extended,** ☐ **is not extended.**

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

☐	**A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.**
☐	**B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**
☒	**C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:** Mutual Agreement of both parties
☐	**D. Other (Specify type of modification and authority)**

E. IMPORTANT: Contractor ☒ **is not,** ☐ **is required to sign this document and return _____ copies to the Issuing Office.**

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
		GLORIA MCCRACKEN MCCRACKG@TACOM.ARMY.MIL (586)574-6524	
15B. Contractor/Offeror	**15C. Date Signed**	**16B. United States Of America**	**16C. Date Signed**
_____ **(Signature of person authorized to sign)**		**By** /SIGNED/ **(Signature of Contracting Officer)**	2003DEC15

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to establish the following:

a. Retrofit HEMTT THAAD/PATROIT common launcher vehicle #2 (second vehicle purchased under the Systems Design and Development (SDD phase) to the most current vehicle configuration incorporating all current approved Configuration Change Documents incorporate in section C.2.2.

b. Incorporate paragraphs C.12.1 and C.12.2 into the contract Statement of Work in order to complete retrofit and refurbishment of THAAD/PATRIOT common launcher vehicles under this modification.

c. Incorporate Configuration Change Documents 001-040 & 042 into the section C.2.2 of the Scope Of Work.

d. Extend the delivery schedule for Trucks # four, five and six under CLIN 0001AG to February 2004.

2. As a result of the above changes, the total estimated unit price for CLIN 0001AG is increased by $66,054 from $351,690 to $417,744.67, the total estimated amount of the contract is increased by $198,164 from $3,716,457 to $3,914,621. As of this modification the total funded amount on the contract is $3,508,292. The total amount remaining to be funded on on the contract is $406,329.

3. The following sections pages are substituted:

Section B: Page 7 of 18 from Mod P00009 is deleted and the attached page 4 of 14 is substituted to reflect the changes in the funding schedule for the contract in paragraph B.

Section C: Section C is deleted in its entirety and the attached page 5 of 14 Section C is substituted, to reflect the changes described above.

Section J: CCD's 001-040 & 042 are incorporated by reference as Attachment 003.

4. All other terms and conditions of the contract remain unchanged and remain in full force and effect.

*** END OF NARRATIVE A 012 ***

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AG	3 EACH THAAD VEHICLES	3	LO	$ ** N/A **	$ 1,100,000.00

NOUN: THAAD VEHICLES
PRON: W132H498J6 PRON AMD: 01 ACRN: AE
AMS CD: 50604861C00.2011
CUSTOMER ORDER NO: MIPR3LOGBDM1

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001		000000			3

DEL REL CD	QUANTITY	DEL DATE
001	1	27-FEB-2004
002	1	28-FEB-2004
003	1	29-FEB-2004

FOB POINT: Destination

SHIP TO: PARCEL POST ADDRESS
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

Est Cost: $417,744.67
Fixed Fee: 43,738.00
FRET: 40,627.00
Total Cost: $502,109.67

The total unit price for each THAAD VEHICLE is $502,109.67.

CLIN 0001AG total est. Cost & Fixed Fee is: $1,506,329
CLIN 0001AG total funded amount: $1,100,000
CLIN 0001AG total amount remaining to be funded: 406,329

(End of narrative F001)

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.

B.1.2 The contractor will be paid for the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2 Payment

The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.3 Funding

B.3.1 The Government shall provide funds under this contract covering the estimated cost and fixed fee on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled "LIMITATION OF FUNDS". It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 Funding Schedule

Performance Period	Amount Funded	Mod#	Unfunded Amount	Date to be Funded
Award, 15 Nov 01	$500,000	Initial award		
16 Nov 01 through 06 Dec 1	$797,931	P00001		
07 Dec 01 through 7 May 02	$154,253	P00003		
08 May 02 through 15 May 02	(694)	P00004		
16 May 02 through 18 Jul 02	$320,747	P00006		
19 Jul 02 through 23 Aug 02	$436,055	P00008		
24 Aug 02 through 16 May 03	$1,300,000	P00009	$208,165	30 Jan 04
17 May 03 through completion		P00010	$198,164	29 Feb 04
Total	$3,914,621			

B.4 Funds Allotted. The amount of funds currently allotted to this contract is $3,508.292, and the amounnt additional amount remaining to be funded is $406,329. The total value of the contract is $3,914,621.

For the purpose of the contract clause "Limitation of Funds" the total amount allotted by the government to the contract shall be the amount of funds allotted in this paragraph.

In performance under the contract, the contractor is not obligated to incur costs in excess of the amount of funds allotted by the government, as shown in this clause, nor is the government obligated to reimburse the contractor for cost and fee in excess of this amount.

B.5 The delivery schedule for Trucks # four, five and six will be on or by 29 February 2004.

*** END OF NARRATIVE B 001 ***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Revised Statement of Work

C.1 Statement of Work. The Contractor, acting as an independent Contractor and not as an agent for the Government, and within the schedule and contract restraints set forth, shall provide the necessary supplies and services to meet all requirements set forth in this contract. This Scope of Work (SOW) specifies that the Contractor shall fabricate two (2) HEMTT Theater High Altitude Area Defense (THAAD) Chassis prototypes as a follow-on to the design effort under Phase II contract DAAE07-00-C-S064. One prototype unit will be used for test at Aberdeen Proving Grounds. The second unit will be used to support THAAD Launcher design/integration activities at Lockheed Martin Space Systems Company located in Huntsville, Al. The Contractor shall provide a System Support Package (SSP) in accordance with C.10.18. The Contractor shall provide Contractor personnel on site to support comparison tests of the prototypes in accordance with section C.10.10. The Contractor shall provide training for safe operation of the HEMTT THAAD chassis in accordance with C.4. The Contractor shall update technical manuals in accordance with C.7. The HEMTT THAAD Chassis base vehicle was designed as a C-130 transportable carrier, IAW Phase II of Contract DAAE07-00-C-S064. The HEMTT THAAD Chassis vehicle will be produced IAW the Phase II design parameters and will be subject to the same military standard requirements and revision levels as the HEMTTs produced under the FHTV contract, DAAE07-01-D-S014. The HEMTT-THAAD Launcher will meet MIL-STD-209E with the vehicle's lifting and tiedown shackles meeting the "intent" of MIL-STD 209J (paragraph 4.5). These shackles will be secured with a through pin and bolt leaving them removable but requiring more effort to remove. Testing for the Electromagnetic Impulse will be tested to MIL-STD-461E instead of MIL-STD-461B, which is a higher standard than currently in the FHTV contract, due to the Army Evaulation Command (AEC) and survivability requirements. Therefore, OTC is not required to pass MIL-STD-461E.

C.1.1 Applicable Documents. HEMTT THAAD Launcher C-130 Transportability Study, Phase I Report, Contract: DAAE07-00-C-S064, Oshkosh Truck Corporation, October 24, 2000, Phase II report, Contract DAAE07-00-C-S064 dated 29 June 01. Improved HEMTT Feasibility Assessment for THAAD Launcher, Launcher/GSE Engineering Memorandum No.: EM LGSE-146, December 21, 2000, ATPD 2304

C.1.2 GFE Materials/Lockheed Test Equipment

C.1.2.1 The 5Kw generators identified in C.1.4, (2 each) shall be provided by the THAAD Project Office (TPO) as GFP material to Oshkosh Truck Corp. The 5Kw generators shall be shipped to arrive at Oshkosh Truck Corp. by COB 1 Apr 02. 3kw generators will also be provided in addition to the 5kw generators. These 3kw generators will be utilized for testing at APG. All additional vehicles will require 3kw generators and shall be provided by the THAAD Project Office as GEF material to Oshkosh Truck Corp.

C.1.2.2 Lockheed Martin Space Systems Compnany shall provide mass simulators for the components known as the 'CEM and MUJB'. These mass simulators must be representative of the configuration (including the mount system) to be utilized for the integration of the HEMTT THAAD Chassis into a C130 transportable HEMTT THAAD Launcher. The mass simulators shall be shipped to arrive at Oshkosh Truck Corp. by COB 1 May 02. Lockheed Martin will also provide a battery box.

C.1.2.3 Lockheed Martin Space Systems Company shall provide a 'MRP' with eight missile round mass simulators assembled/affixed to the MRP. The assembled MRP must be representative of the configuration (including the mounting system) to be utilized for the integration of the HEMTT THAAD Chassis into a C130 transportable HEMTT THAAD Launcher. The 'MRP' shall be shipped to arrive at Oshkosh Truck Corp. by COB 31 May 02.

C.1.2.4 The MRP and mass simulators are required in order to complete required testing IAW C.10.6 and C.10.8.

C.1.2.5 Shipping Instructions - The 5Kw generators and Lockheed provided components shall be shipped to the following address:

Oshkosh Truck Corporation
333 West 29th Ave.
Oshkosh, WI 54902
ATTN: Donna Webb, Traffic Dept. x2656

C.1.3 RESERVED

C.1.4 Space Claim Design Study for 5kW generator. The Contractor shall design the mounting of the 5 kW MEP-802A generator for integration into the base vehicle. Fixed mounting of the generator is preferred if access to the generator for servicing/maintenance

can be performed with the Load Handling System remaining in the stowed position. If fixed mounting of the generator is not feasible, alternate-mounting concepts shall be developed in order to obtain sufficient space claim for performing all servicing/maintenance operations for the generator. The design shall optimize space claim without sacrificing Human Factors Engineering (HFE) considerations. The design shall include all brackets and mounting holes in vehicle structure required for generator mounting. Contractor shall design fuel line connections between the MEP-802A generator and vehicle fuel supply. All identified generator mounting concepts shall be reviewed by Contracting Officers Representative (COR) and the THAAD TPO. The COR in conjunction with the THAAD TPO will be responsible for selecting the final design configuration. Written approval/acceptance of the final design shall be provided to the contractor within 10 days of submission. This effort shall be completed 45 days after contract award.

C.1.5 Contractor Support for design review. The Contractor shall support and participate in the THAAD Preliminary Design Review (PDR) as specified by the THAAD/PATRIOT Launcher Directorate. The Contractor shall be prepared to present a 30-minute presentation (approximate time) on the specifics of the HEMTT THAAD Chassis design (Phase II). The design review will be conducted at Lockheed Martin Space Systems Company located in Huntsville, AL.

C.1.6 Engineering Support. When requested by the Government, the Contractor shall conduct additional engineering studies, prototype design and fabrication, software development, design verification, drawing development and testing in sufficient detail to support transition/integration into prototype units. Upon reasonably advanced request by the PCO, the contractor shall provide a proposal for the level of effort requested. Upon mutual agreement between the Government and the contractor relative to the scope of work and period of performance for the requested level of effort, these activities will be accomplished via the issuance of work directives under CLIN 0004AA and in accordance with Section H.1.

C.1.7 Integrated Product Teams (IPTs). The Government and the Contractor will jointly manage the HEMTT THAAD Chassis prototype contract using the Integrated Product Team process. A joint Government/Contractor IPT shall be established and will serve as the primary tool for managing contract performance. The IPT shall provide a means for coordinating and monitoring important contract activities, schedules and performance.

C.1.8 Meetings. The parties recognize that there will be a need to schedule meetings at strategically important points throughout the contract performance period. These meetings will include the THAAD Preliminary Design Review (PDR) to be held in Huntsville, AL and three (3) In-Process Reviews (IPRs) to be held at the Contractors facility. The purpose of each IPR is to review contract performance and provide progress assessments. The agenda will cover the Contractor's progress in various functional areas and may include technical/systems/safety engineering, contract pricing, testing, integrated logistic support, configuration management, production readiness, manufacturing, fabrication and/or quality assurance issues, hardware and data delivery, compliance with regulatory requirements and other areas as required identified as high risk. Agendas will be developed jointly between the Government and the Contractor. Key IPT and management personnel shall attend meetings as necessary to insure meaningful discussion/resolution of contract issues in a timely and efficient manner. Actual versus expected performance for each area shall be addressed as applicable. Action items, responsible parties and estimated completion dates shall be documented for issues arising from these discussions.

C.1.9 Long Lead Items. The Contractor may procure necessary hardware items consistent with the Bill of Material for two prototype THAAD HEMTT Chassis, so that they may be available in time for assembly of the THAAD HEMTT prototypes in the April 2002 time frame. Costs associated with buy-ahead requirements may be invoiced monthly as costs are incurred to the limit of the amount specified in paragraph B.1.

C.1.10 Start of Work Meeting

C.1.10.1 The Contractor shall host a Start-of-Work meeting twenty (20) to thirty (30) days after contract award at the Contractor's facility. The Government will select the date of the meeting. Arrangements for this meeting shall be made between the Contractor and the Contracting Activity. The Start of Work meeting may include but not limited to the following items:

a. Contractual schedule
b. Design influence and integration
c. Maintenance planning
d. Support Equipment (SE) and Test Measurement Diagnostic Equipment (TMDE) planning
e. Technical Data (including Technical Manuals Planning)
f. Training Planning
9. Lines of Communication
h. Facilities
i. Government Furnished Property

C.1.10.2 Any questions or additions to the above discussion items shall be submitted by the Contractor to the PCO ten 10 days prior to the meetings. The Contractor shall provide sufficient personnel and workspace to accommodate at least four specialized sub-group meetings. The Contractor shall prepare and submit minutes of the Start-of-Work meeting IAW DI-ADMIN-81250, CDRL A001.

C. 2 CONFIGURATION CONTROL

C.2.1 The vehicle configuration baseline for each vehicle is established at the time of joint Contractor/Government vehicle

inspection. Changes made to the baseline vehicle configuration (THAAD unique items only), including those resulting from test disclosed deficiencies, shall not be allowed without prior approval by the PCO, or Government representative designated by the PCO. Approval to change the baseline vehicle configuration shall be accomplished by submitting a Configuration Change Document (CCD) to the PCO in contractor format. A CCD shall have a signature block and title for the submitting agent of the Contractor and shall provide an approval block for use by the Government. The Government shall be responsible to provide a written response to the contractor within one business day after CCD submittal. All CCD shall be submitted electronically, when practicable, and shall provide the following information:

a. Contractor supplied unique control number
b. Date of submission
c. Complete technical description of change
d. Reason for change
e. Vehicle(s) the change is applicable
f. List of components removed, removed and reused and/or new components
9. Contractor primary point of contact

C.2.2 Incorporation of Configuration Change Documents

The list of of approved CCD's are as shown below:

1. CCD# THAAD001 dated Approved
2. CCD# THAAD002 dated Approved
3. CCD# THAAD003 dated Approved
4. CCD# THAAD004 dated 02/21/03 Approved 03/17/03
5. CDD# THAAD005 dated 03/11/03 Approved 03/17/03
6. CDD# THAAD006 dated 03/25/03 Approved 04/10/03
7. CDD# THAAD007 dated 03/26/03 Approved 03/31/03
8. CDD# THAAD008 dated 04/04/03 Approved 04/10/03
9. CCD# THAAD009 dated 04/01/03 Approved 03/10/03
10. CDD# THAAD010 dated 04/10/03 Approved 03/15/03
11. CDD# THAAD011 dated 04/10/03 Approved 05/29/03
12. CDD# THAAD012 dated 04/30/03 Approved 05/29/03
13. CDD# THAAD013 dated 04/30/03 Approved 05/29/03
14. CCD# THAAD014 dated 05/01/03 Approved 05/05/03
15. CDD# THAAD015 dated 05/14/03 Approved 06/07/03
16. CDD# THAAD016 dated 06/19/03 Approved 06/09/03
17. CDD# THAAD017 dated 07/01/03 Approved 07/09/03
18. CDD# THAAD018 dated 07/01/03 Approved 04/10/03
19. CCD# THAAD019 dated 07/11/03 Approved 03/17/03
20. CDD# THAAD020 dated 07/30/03 Approved 08/12/03
21. CDD# THAAD021 dated 07/30/03 Approved 08/12/03
22. CDD# THAAD022 dated 08/07/03 Approved 08/12/03
23 CDD# THAAD023 dated 08/07/03 Approved 08/12/03
24. CDD# THAAD024R1 dated 09/18/03 Approved 10/03/03
25. CDD# THAAD025 dated 09/12/03 Approved 10/03/03
26. CCD# THAAD026 Dated 10/17/03 Approved 11/04/03
27. CDD# THAAD027 dated 09/18/03 Approved 10/03/03
28. CDD# THAAD028 dated 09/18/03 Approved 10/03/03
29. CDD# THAAD029 dated 09/12/03 Approved 10/03/03
30. CCD# THAAD030 dated 10/16/03 Approved 11/04/03
31. CCD# THAAD031 dated 10/16/03 Approved 11/04/03
32. CCD# THAAD032 dated 10/16/03 Approved 11/04/03
33. CCD# THAAD033 dated 10/16/03 Approved 11/04/03
34. CCD# THAAD034 dated 10/16/03 Approved 11/04/03
35. CCD# THAAD035 dated 11/06/03 Approved 12/08/03
36. CCD# THAAD036 dated 10/24/03 Approved 11/04/03
37. CCD# THAAD037 dated 10/24/03 Approved 12/08/03
38. CCD# THAAD038 dated 10/24/03 Approved 12/08/03
39. CCD# THAAD039 dated 10/24/03 Approved 12/08/03
40. CCD# THAAD040 dated 10/24/03 Approved 12/08/03
41. CCD# THAAD042 dated 10/24/03 Approved 12/08/03

SYSTEM SAFETY

C.3.1 Safety Engineering

The Contractor shall implement safety-engineering principles in all system design efforts that are part of this contract effort including the interface with existing hardware designs. System design and operational procedures developed by the Contractor shall consider but not be limited to the following:

a. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.

b. Eliminating or reducing significant hazards by appropriate design or material selection.

c. Controlling or minimizing hazards to personnel, which cannot be avoided or eliminated.

d. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel; shall be either enclosed or guarded. Protective devices shall not impair operational functions.

e. Assuring that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and distinct markings placed on hazardous components of equipment.

f. Insuring that safety is considered for both operational and maintenance phases of the system.

C.3.1.1 Safety Inspection and Health Hazard Assessment (HHA).

C.3.1.1.1 The contractor shall conduct its standard safety walkaround inspection of the vehicle. This inspection is performed under the guidance of the Corporate Safety Manager in accordance with corporate procedure, and is conducted by members of the Corporate Safety Team (CST), a multidisciplinary group that is convened for performing vehicle safety evaluations. The outcome of the safety walkaround evaluation is a list of all the safety hazards found by the team members with respect to the scope of the safety evaluation. For this contract, the scope is limited to a safety evaluation of only those changes made to the HEMTT THAAD chassis to accommodate the specific HEMTT THAAD requirements. The contractor shall provide the CST list of safety hazards found during the safety walkaround inspection, along with an initial Risk Assessment Code (RAC) for each hazard; and where remediation of any hazard has been or will be completed before government testing, a description of such remediation and a Final RAC shall also be listed. Assignment of the RACs shall be in accordance with the guidance in MIL-STD-882C.

C.3.1.1.2 A health hazard assessment will be made with respect to only those changes made to the HEMTT THAAD chassis to accommodate the specific HEMTT THAAD requirements. The contractor shall provide a list of the health hazards found, along with an initial RAC for each hazard; and where remediation of any hazard has been or will be completed before government testing, a description of such remediation and a Final RAC shall also be listed. Assignment of the RACs shall be in accordance with the guidance in MIL-STD-882C.

C.3.1.1.3 The Safety Inspection and HHA report may be combined and submitted as one report.

C.3.2. Radioactive Material. Radioactive material will not be utilized in the equipment supplied to the Government under this contract.

C. 4 TRAINING.

C.4.1 The Contractor shall provide training, as described below. The Contractor shall identify, design, document, and supply the resources and services to include but not limited to: instructors, and publications necessary to develop and conduct Operation and Operator / Maintenance training for all equipment fabricated by the Contractor under this contract. Training vehicles and training facilities shall be made available to the contractor at each respective site wherein training shall be conducted (Aberdeen Proving Grounds and Lockheed Martin's Huntsville, AL facility). The training provided shall address only the THAAD specific and New Technology items, and appropriate vehicle interfaces provided on these new HEMTT THAAD vehicles, including review of the HEMTT controls and basic operating principles. The Contractor shall be prepared to commence training after vehicle receiving inspection at destination has been completed IAW C.10.4. The actual training dates will be established based upon Government schedule requirements. The contractor shall be advised of the actual training schedule thirty (30) days prior to the training start date.

C.4.2 Training Program

C.4.2.1 Training Outline. The Contractor shall provide, in contractor format an outline of the training program that depicts the

lessons, times and sequence for conduct of the courses described herein. The outlines shall be delivered to the Government within 10 days of notificaiton of the training start date. The Government shall review and provide written acceptance (or comment) within 5 days of receipt of the training outline. Projected lessons at Aberdeen Proving Grounds and at Lockheed Martin's Huntsville AL facility shall depict at least seventy (70) percent hands-on training for a core group of up to five (5) students. The remaining 20 students (10 per class) at Lockheed Martin's Huntsville AL facility will have a lesser percentage of hands-on training which shall be determined by OTC Training staff IAW the time alloted for training.

C.4.2.2 Student Guides. A student guide shall be provided for each student. Material from the Technical Publications provided in accordance with section C.7 may be incorporated or may supplement the student guide.

C.4.3 Operation and Operator MaintenanceTraining. The Contractor shall conduct training within 30 days of notification of the training start date IAW C.4.1 and C.4.2.1 and after delivery and receiving inspection IAW C.10.4 of the prototype units to aberdeen Proving Grounds and Lockheed Martin's Huntsville AL facility. Training shall be conducted for a maximum of five (5) APG testers at Aberdeen Proving Grounds, and for a maximum of twenty-five (25) students at Lockheed Martin's Huntsville AL facility, covering vehicle operation and interfaces as described in section C.4.1. This type of training generally requires a ratio of one instructor to five students per vehicle. The TPO will select a core group of five (5) students that will receive the 70% hands-on training IAW C.4.2.1. The duration of the class(es) shall not exceed forty (40) hours in length.

C.4.4 Training Support Package. The Contractor shall use sections 6, 7, and 8 of the System Support Package List, Data Item Description DI-ILSS-80532, CDRL A004, as a guide for required information concerning Training Aids to support the training cited above.

C.5 MANPOWER AND PERSONNEL INTEGRATION (MANPRINT). MANPRINT considerations shall be incorporated throughout the duration of this contract as follows:

C.5.1 Human Factors Engineering (HFE). Any modifications to the existing vehicle configuration shall be analyzed by qualified human factors engineering personnel to substantiate that the man-machine interface is not degraded by the change. If degradation occurs, appropriate actions will be taken to upgrade the changed area to its previous state, as a minimum.

C.5.2 Soldier Survivability. Soldier and System survivability must be analyzed and fully assessed by the contractor to the threat levels anticipated in the opening environments. The contractor will recommend survivability concept improvements for future design work which follows the phase III effort. (This is not a requirement of the basic contract, but may be added to the contract when required by a bilateral modification).

C.6 INTEGRATED LOGISTIC SUPPORT (ILS)

C.6.1 The Contractor shall plan, manage, and execute an ILS program in accordance with the requirements contained herein. The ILS program is the management and technical effort to influence design with respect to logistic support and to identify, integrate, and acquire the applicable elements of support.

C.6.2 ILS Management. The Contractor shall designate an ILS manager. The Contractor's ILS manager shall serve as the focal point for interface with the Government in all matters relating to the management of the ILS program.

C.6.3 System Engineering Interface. The Contractor shall integrate the development of all ILS elements required by the contract. Development of all ILS elements shall be integrated both with respect to one another and the end item design. The elements include maintenance planning support equipment and TMDE, technical data IAW section C.7 (including manuals), and manpower and personnel limited to those items unique to the THAAD (excluding the weapon system). ILS elements shall be incorporated during end item design and development to minimize logistics burden.

C.6.4 ILS Integration. All required ILS development efforts shall be accomplished using the same set of logistic requirements and maintenance planning factors. The Contractor shall establish and utilize a procedure to ensure that all data describing the most recent vehicle design is maintained in an orderly manner. This contract does not allow for a dedicated ILS vehicle, however it is the contractors intent to provide a vehicle on an as-needed basis for development of ILS elements.

C.6.5 Maintenance Support Development

C.6.5.1 Reserved.

C.6.5.2 Maintenance Planning. The Contractor shall plan maintenance for those items unique to the THAAD (excluding the weapon system) and in accordance with data developed in Section C.7. Maintenance planning shall develop and document effective and economical methods required to efficiently maintain and operate this equipment. Determination of the total range and quantity of maintenance tasks required to support this equipment shall be accomplished by the iterative mating of the Governments maintenance concept with the equipment's essential maintenance characteristics. All maintenance planning shall be based on the following levels of maintenance: Operator/Crew, Unit (Organizational) level, Direct Support and General Support.

C.6.5.3 Preventive Maintenance Checks and Services (PMCS). The Contractor shall develop and prepare PMCS (which excludes the weapon system) for (a) Operator/crew and (b) Unit maintenance for the prototype. The PMCS requirements shall be developed to ensure safe vehicle operation and preclude avoidable vehicle wear and/or damage by ensuring correct fluid levels prior to operation and identifying required maintenance tasks. The workload imposed by the PMCS shall be minimized by identifying only those tasks that are essential to safe and prudent vehicle operation. The sequence of the PMCS shall be ordered to perform the process with one pass around the vehicle. The individual PMCS (for the crew/operator and unit maintenance) are subject to COR approval. Only approved PMCS shall be submitted to support testing. The PMCS shall be submitted for approval after completion of shakedown testing at Oshkosh Truck Corporation. After 15 a day Government review period the contractor shall provide final PMCS with GOVT comment in time to support comparison test.

C.6.5.4 Manpower and Personnel. The Contractor shall identify the requirements for manpower and personnel for all operating and maintenance levels (for those items unique to the THAAD - excluding the weapon system). This identification shall include Military Occupational Skill (MOS), skill level, and the number of man-hours required of each MOS identified. This information shall be provided in the SSP lists.

C. 7. TECHNICAL PUBLICATIONS

C.7.1 The contractor shall prepare and deliver commercial grade paper copy operation and maintenance supplements to support the unique chassis (THAAD specific) items only (not including the weapons system) to support the vehicle performance/qualification test at Aberdeen. The commercial grade supplements will include a MAC chart, operation and maintenance instructions, special tools, and test, measurement, and diagnostic equipment (TMDE) and will be provided in contractor format. Delivery shall coincide with vehicle DD250 acceptance for the first two vehicle. However, subsequent updates to operation and maintenance supplements resulting from configuration changes to the vehicle should be delivered within 120 days of completion of change.

C.7.2 HEMTT IETMS, New Engine/Transmission Change. There exists a deliverable requirement for technical publications in accordance with contract DAAE07-01-D-S014, Delivery Order 0001, CLIN 0690AC, Noun - HEMTT IETMS, new engine/transmission change, CDRL TM03, DID MIL-PRF-87268 and MIL-PRF-87269, contract reference C.10.18, Interactive Electronic Technical Manual. The target date for FDEP delivery to TACOM is 24 Apr 02. The target delivery for CD IETMS to TACOM is 27 Jul 02. These dates do not correspond to the requirements for providing technical manuals for this contract.

C.7.3 To fulfill the requirement for training and ILS under this contract, the contractor will provide the FDEP data in a PDF file format and deliver a paper copy. The contractor will view this deliverable as a commercial grade supplement, as the final approval of the FDEP by TACOM is beyond the delivery requirements of this contract. Delivery shall coincide with vehicle DD250 acceptance.

C.8 Data Management

C.8.1 The Contractor shall prepare technical data and reports in the scope specified in the applicable Data Item Descriptions (DIDs, DD Forms 1664. This data shall be furnished to the Government IAW the requirements, quantities, and schedules set forth in the Contract Data Requirements List (CDRL) DD Form 1423. Standard DIDs may be found at http://www.dodssp.daps.mil/assist.htm.

C.8.2 All data and information delivered under this contract shall be submitted in electronic format and in American English unless otherwise specified in the CDRL. The file format and delivery method will be dependent upon the file type and size. The files shall be MS Office Professional software compatible by default. Available methods of delivery are: Electronic mail, file transfer protocol, 3.5" HD floppy disc, CD ROM, Iomega Zip or Jaz.

C.8.3 The Contractor shall submit a Monthly Performance and Cost Report IAW DI-FNCL-80912, CDRL A006.

C. 9 RESERVED

C.10 PRODUCT ASSURANCE AND TEST

C.10.1 Quality Prpgram Management. The Contractor shall utilize the existing ISO 9001 Quality System or an equivalent Quality System that ensures conformance to contractual requirements. Any changes, tailoring, or use of an alternate Quality System shall be made available to the Government for review.

C.10.2 Final Inspection Record (FIR). The Contractor shall develop a FIR for the HEMTT THAAD chassis. The contractor shall update existing HEMTT FIR's reflecting all engineering and/or manufacturing changes required by the contract and HEMTT ATPD 2304 that impact the FIR. The HEMTT THAAD FIR shall be available by COB on 21 Jun 02 for Government review and concurrence by the onsite Government representative.

C.10.3 Contractor Final Inspection. The Contractor shall utilize the FIR to inspect each vehicle produced under this contract. The deficiencies detected during the inspection shall be described in writing on the QC25A Deficiency Sheet and corrected by the Contractor prior to offering the vehicles to the Government for acceptance. The completed FIR with associated supporting inspection documentation shall be provided to the onsite Government representative when the vehicle(s) is offered for acceptance.

C.10.4 Vehicles Receiving Inspection at Destination. Receiving inspection by Government and Contractor Representatives shall be

conducted on vehicle prototypes at each destination, (Aberdeen and Huntsville, Al). The Contractor test-site technical representative(s) shall provide inspection assistance. All discrepancies noted shall be documented and initialed by both the Government and Contractor Representatives. The Contractor shall fix/repair any discrepancies before the start of prototype(s) testing.

C.10.5 Reserved

C.10.6 Shakedown Testing. Prior to any vehicle system level qualification and performance tests by the Government, the Contractor shall conduct, at his facilities, shakedown testing of the prototype vehicles. Two weeks prior to the start of test, a Contractor developed Test Plan Outline will be provided to the on-site QAR. Testing of the HEMTT THAAD unique items shall be limited to functional items. Certain interlock features and structures require THAAD Launcher components in order to perform an adequate test. That additional testing shall only be completed provided that Oshosh Truck Corp. is in receipt of representative THAAD Launcher components from Lockheed Martin Space Systems Company as defined in C.1.2. The Contractor shall submit a detailed report describing the results of contractor testing.

C.10.7 Prototype Vehicle Delivery and Test Locations. The Contractor shall deliver the one prototype vehicle to the Government selected test site(s) (Aberdeen Proving Ground) IAW delivery schedule in Section B of this contract. The Government designated testing will be completed 180 days after the prototype vehicle(s) arrival at the Government selected test site. The second prototype vehicle will be delivered within the aforementioned time frame, to Lockheed Martin for system integration and flight-testing.

C.10.8 System Performance and Qualification Test. After completion of the Contractors shakedown test, the Government will conduct performance/qualification testing (limited to THAAD unique items only) at a Government test site. One prototype vehicle will undergo a 6,000-mile endurance and environmental tests at Aberdeen Proving Ground. The Government shall provide a Draft Test Plan to the contractor within 120 DAC, and a Final Test Plan 45 days prior to the start of testing. The Government shall provide a copy of the Final Test Report within 90 days after completion of Goverrnment testing. Upon completion of Government Performance and Qualification testing (performed by TACOM), OTC shall thoroughly inspect the test vehicle and note areas of concern and provide recommendations as to what items are in need of repair/replacement. TACOM, in conjunction with the THAAD Project Office, will review OTCs assessment and determine whether this vehicle needs to be refurbished or not in order to support planned THAAD Launcher Program activities. If a decision is made to refurbish the vehicle, OTC will provide a cost estimate for completion, this contract will then be modified to clearly identify what items will be refurbished, when this effort must be completed, and vehicle delivery requirements. Upon completion of testing, test items or components shall not be disposed. Test items and components shall be maintained in a secure area and when directed by the Government, the contractor shall ship all test items and components to a site identified by the Government. Freight cost reimbursement will be made IAW this contract on a cost plus fixed fee basis.

C.10.9 Test Vehicle Failure. Failure of the prototype vehicles during tests, (limited to THAAD unique items only), as a result of any defects associated with the THAAD unique items may be cause for rejection of such test vehicle(s) produced under this contract. In the event of failure, the Contractor shall be required to correct all deficiencies, whether of a design, workmanship or quality nature, and substantiate with objective evidence. Additionally, the Contractor shall be responsible for any re-tests conducted to verify effective corrective actions.

C.10.10 Test Support. The Contractor shall provide on-site technical support for prototype system level testing (performance and qualification). The Contractor shall provide test support comprising logistics and maintenance support above the DS Level. The Contractors support shall also include test support equipment (i.e., repair/replacement parts, technical manuals, etc.) and personnel to perform GS maintenance required to maintain the test prototype vehicles in a fully operational condition throughout completion of the tests. The Contractor shall be responsible for providing all test support shortages (i.e., technical and maintenance support, personnel, repair parts and equipment) within one business day of shortage notification.

C.10.11 Test Vehicles Shipment. The Contractor shall be responsible for the transportation of the prototype vehicles IAW Section D, from the point of manufacture to the Government selected test site(s). If the Government elects to move vehicle(s) to another location, the Contractor shall be responsible for moving the prototype vehicle(s)to the new location(s) IAW Section D. The Contractor shall deliver the prototype(s) with at least one-fourth (l/4) tank of fuel in the fuel tank(s) to the Government designated test site (Aberdeen Proving Ground) or prototype destination(s).

C.10.12 Test Incident Reports (TIRs). During conduct of vehicle system level performance and qualification test, Test Incident Reports (TIRs) will be generated from the test site. The Contractor shall be responsible for accessing computer databases for all TIR data during testing of prototypes. Each TIR prepared will be scored based on the Failure Definition/Scoring Criteria in the HEMTT ATPD, 2304. The Contractor shall respond to the TIRs with a Failure Analysis and Corrective Action Report (FACAR) in the format described in DI-RELI-81315 (T), CDRL A009. The response shall be submitted in electronic format that is compatible with the Army Test Incident Reporting System (ATIRs). Should a final response not be available within the required time, an interim/preliminary response is required for submittal. Submittal requirements are based on the TIR release date and are expressed in calendar days.

C.10.13 The contractor shall provide a representative on-site on a as needed basis and when requested by TACOM, in order to keep the test vehicle in operating condition during the integration phase and flight test conducted at Lockheed Martins Huntsville facility.

C.10.14 Records. All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the Contractor for a period of four (4) years, after contract closeout. These records shall be made available to the

Government, at any time, upon request. Additionally, the Contractors records shall provide documentation that fully describes the root cause of deficiencies and corrective actions for product and process deficiencies.

C.10.15 Certification Requirements. The Contractor shall prepare certifications for only those items identified as THAAD unique items. Certifications shall include all documentation, examinations and test results, where applicable. Certification compliance to specific contract and/or specification requirements shall be a statement to the effect that the Contractor has complied. Certifications shall be complete and available, at any time, to the Government for review. Certification requirements shall extend to subcontractors, suppliers, manufacturers (not distributors), and vendors. If any certification is determined to be unacceptable by the Government, the Contractor shall conduct additional reasonable examinations/tests or provide additional documentation as required to validate that certification at no cost to the Government. Information on acceptable certifications is identified in Section E of this contract.

C.10.16 Welding Requirements.

C.10.16.1 Welding Procedures and Welder Qualification. The Contractor shall use his current welding procedures that comply with American Welding Society (AWS) D1.1, D1.2, D1.3, and D14.3, as specified in his (the Contractors) welding procedures of WS100 and WS101, in effect at contract award. Welder qualification and certification shall satisfy the requirements of AWS D1.1 and AWS D1.2.

C.10.16.2 Weld Inspector Qualification. Weld quality and workmanship shall be verified by qualified inspectors, trained to perform their specific assigned functions. Acceptable training may be based on the current or previous (recent within 2 years) certification to AWS. Training by the Canadian Welding Bureau is, also, acceptable.

C.10.16.3 Welding Symbols - Clarification of Groove Welding Symbols. Interpretation of welding symbols shall be based on AWS A2.4, except in the case of groove welds. In the case of the groove welds, if the drawing doesnt specify throat and/or weld size, interpret the dimensions to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

C.10.17 Reserved

C.10.18 System Support Package (SSP).

C.10.18.1 System Support Package (SSP) -The SSP is a composite package of support resources. SSPs shall be required for each test site(s). Items not furnished in the SSP or items not furnished in sufficient quantity shall be provided by the Contractor to the test site within 24 hours after notification of the shortage. All items that comprise an SSP shall be of the same configuration and source as will be used on the vehicles delivered for test.

C.10.18.2 System Support Package List -The Contractor shall prepare and provide System Support Package List(s), for support of the 6000 mile performance and qualification test at Aberdeen IAW DID DI-ILSS-80532, CDRL A004. The list(s)shall detail all system support requirements for each test site.

C. 10.18.3 System Support Package Contents and Delivery -The Contractor shall assemble, furnish, and ship (to include packing, packaging and transportation)the System Support Package(s)to EACH designated test site(s)to coincide with the scheduled start of a test. The System Support Package shall consist of items listed on the System Support Package List and shall consist of, as a minimum, the following:

Spare/repair parts: All System Support Packages shall contain parts to meet requirements arising from predicted failures, scheduled maintenance and anticipated wear-out sufficient to support the test requirements.

Common and Special Tools and Test, Measurement, and Diagnostics Equipment (TMDE): Required tools that are contained in Army supply catalogs shall be listed in the SSP list but need not be present in the SSP. The Contractor shall identify and use existing Government tools and test equipment to the maximum extent feasible. Required tools and TMDE not found in the Army supply catalogs shall be identified in the SSP list and be present in the SSP.

____Technical data/manuals IAW C.7 shall be supplied sufficient for the conduct of tests.

C.11 Scope of work for incorporation of Lockheed Task Orders into the HEMTT THAAD vehicle.

C.11.1 Task Order #7. Design of Hydraulic Control Subsystem

Task Order #7 encompasses the determination of the design and location of the THAAD specific hydraulic controls and associated hydraulic control tubes/hoses necessary to achieve the THAAD launcher objective. The design configuration will be based on the integration into the HEMTT vehicle equipped with a Load Handling System (LHS)designed in accordance with TACOM contract DAAEO7-00-C-S064. The controls shall be for the MRP Deck Erection Cylinders and MRP Lock Cylinders that are a part of Task Order #10.

Specific parts procured for incorporation of this Task Order are identified in the Task Order #7 CN and consist of;
1) The hydraulic tubes/hoses associated with the controls.

2) The hydraulic fittings associated with the controls.
3) Supporting brackets and clips for the tubes/hoses.

Tasks to be performed for incorporation of this task order are;
1) Define routing and necessary support hardware for installation of hoses.
2) Install fittings and hoses/tubing onto two prototype HEMTT THAAD vehicles.
3) Make any minor corrections to the design as needed during prototype build.
4) Document any minor corrections to the design as needed through Oshkosh Change Notice system.

C.11.2 Task Order #10, MRP Deck Erection System Design

Task Order #10 encompasses the design of the THAAD Specific hardware for a HEMTT truck mounted MRP Deck Erection Subsystem. The hardware designed consists of; a cylinder mounting bracket integral with the HEMTT LHS Compression Frame, a stowage bracket also integral with the Compression Frame, an MRP lock consisting of a tapered hydraulic cylinder with a Compression Frame mounted bracket, and a pair of single acting erection cylinders with integral mechanical lock. There are also separate support brackets to assist the Compression Frame in supporting the subframe loads and rearward MRP CG. Switches are incorporated to detect the MRP subframe locked, unlocked, MRP present, and erection cylinder stowed.

Specific parts procured for incorporation of this Task Order are identified in the Task Order #10 CNs, # 28148 and 28205, and consist of;
1) The MRP Rack Lock cylinders.
2) The MRP Erection Cylinders.
3) The THAAD LHS Compression Frame in place of the standard LHS Compression frame. This incorporates the cylinder mounting bracket and cylinder stowage bracket.
4) The MRP Rack Lock brackets and associated hardware.
5) The MRP Erection cylinder pin hardware for both pivot end and the pressed on rod end pin.
6) The MRP support bracket that bolts to the HEMTT THAAD Frame.
7) The proximity switches for the MRP Rack Lock and the MRP Resent.

Tasks to be performed for incorporation of this task order are;
l) Install cylinders and components that make up Task Order #lO onto two prototype HEMTT THAAD Vehicles.
2) Make any minor corrections to the design as needed during prototype build.
3) Document any minor corrections to the design as needed through Oshkosh Change Notice system.
4) Test system for THAAD operations for emplacement and road march.

C.12. Options

C.12.1 Contractor is authorized to reftrofit any prototypes vehicles according to paragraph C.2 to the most current configuration unless otherwise directed by the task order.

C.12.2 TACOM THAAD project will advise/recommend which vehicle are condidates for retofit. Candidate retrofit vehicles shall be incorporated by task order in accordance with Option for Engineering Support Section H.1 and Impact of Changes Section H.2.

*** END OF NARRATIVE C 007 ***

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 003	CONFIGURATION CHANGE DOCUMENTS		038	DATA